

MOSES & SINGER

A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

Time & Life Building

1271 Avenue of the Americas

New York, N.Y. 10020

2-320-118

REGISTRATION NO. 13282-4

NOV 16 1982 -3 55 PM

TELEPHONE (212) 246-3700

CABLE ADDRESS "HENMO"

TELEX 649482

No. [REDACTED]

Date NOV 16 1982

Fee \$ 10.00

INTERSTATE COMMERCE COMMISSION

November 15, 1982

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Sir:

Enclosed for recordation under the provisions of Section 11303 of the Interstate Commerce Act and the rules and regulations thereunder, as amended, are three executed copies of the following document:

First Amendment, dated as of November 12, 1982, to Equipment Mortgage and Assignment of Leases dated as of October 19, 1981 executed by North American Car Corporation in favor of Bankers Trust Company. The Equipment Mortgage and Assignment of Leases so amended was duly recorded with the Interstate Commerce Commission on October 20, 1981 and assigned Recordation Number 13282.

The names and addresses of the parties to the enclosed document are as follows:

North American Car Corporation
33 West Monroe
Chicago, Illinois 60606

and

Bankers Trust Company
280 Park Avenue
New York, New York 10015
Attention: National Banking Group
Western Division

The undersigned has acted as counsel for Bankers Trust Company in connection with the enclosed document and

RECEIVED

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FREE OPERATION BR.

Concurrence of H. H. Hansen

MOSES & SINGER

SHEET NO 2

Interstate Commerce Commission
November 15, 1982

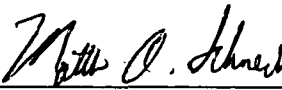
has knowledge of the matters set forth therein.

Please return two executed copies of the enclosed document to the undersigned, showing due recordation thereof.

Also enclosed is a check in the amount of \$10 covering the required recordation fee.

Very truly yours,

MOSES & SINGER

By 
Matthew A. Schneck

MAS:ac
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

11/16/82

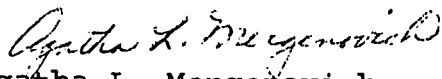
OFFICE OF THE SECRETARY

Matthew A. Schneck
Moses & Singer
Time & Life Building
1271 Ave. of The Americas
New York, N.Y. 10020

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/16/82 at 3:55pm, and assigned recordation number(s). 113288-A

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDED NO. 13282-A
FILED 1428

NOV 16 1982 3 51 PM
INTERSTATE COMMERCIAL COMMISSION

FIRST AMENDMENT TO EQUIPMENT MORTGAGE AND
ASSIGNMENT OF LEASES

THIS FIRST AMENDMENT, dated as of November 12, 1982, to EQUIPMENT MORTGAGE AND ASSIGNMENT OF LEASES dated as of October 19, 1981, executed by North American Car Corporation (the "Borrower") in favor of Bankers Trust Company (the "Bank") (which, as may be amended from time to time, is hereinafter called the "Mortgage") under that certain Loan Agreement dated as of June 30, 1981 (the "Loan Agreement") between the Borrower and the Bank.

The parties have agreed to amend the Mortgage as hereinbelow provided:

NOW, THEREFORE, IT IS AGREED:

1. The first sentence of Section 1.1 of the Mortgage is hereby amended to read as follows:

"'Obligations' shall mean the Total Obligations of the Borrower as such term is defined in the Loan Agreement."

2. The Borrower represents, warrants, covenants and agrees as follows:

(a) The execution and delivery of this Amendment has been duly authorized by all necessary corporate action on the part of the Borrower. This Amendment has been duly and validly executed and delivered and constitutes a valid and legally binding agreement of the Borrower, enforceable in accordance with its terms;

(b) Neither the execution and delivery of this Amendment nor compliance with the terms and provisions hereof or of the Agreement as amended hereby will conflict with or result in a breach of any of the terms, conditions or provisions of the certificate of incorporation, as amended, or by-laws of the Borrower or of any law or of any regulation,

order, writ, injunction or decree of any court or governmental instrumentality or of any agreement, indenture or instrument to which the Borrower is a party or by which it is bound or to which it is subject or constitute a default thereunder or will result in the creation of any lien, security interest or other encumbrance on any property of the Borrower; and

(c) No authorization, approval, consent or other order of any governmental authority, or of the stockholders of the Borrower, or of any other person or entity is legally required for the execution, delivery of performance of this Amendment.

3. It shall be an Event of Default under the Mortgage if any representation or warranty made by the Borrower herein shall prove to be false or incorrect in any material respect.

4. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. All references in the Loan Agreement to the Mortgage shall mean the Mortgage as herein amended.

6. In all other respects, the Mortgage, as amended, is hereby ratified and confirmed.

6. This Amendment may not be modified orally or otherwise, except in writing duly executed by the parties hereto.

IN WITNESS WHEREOF, the Borrower and the Bank have caused this Amendment to be duly executed and delivered by

their duly authorized representatives as of the day and year first set forth above.

NORTH AMERICAN CAR COMPANY

Joseph Kuciat
ASSISTANT SECRETARY

By Dennis P. Habschem
Title Assistant Treasurer

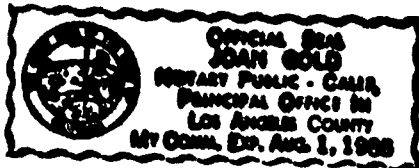
BANKERS TRUST COMPANY

Domello
Vice President

By Leunc Morgan
Title Vice President

STATE OF CALIFORNIA)
) ss.:
COUNTY OF LOS ANGELES)

On this November 12, 1982, before me personally appeared Denis P. Kalschauer, to me personally known, who being by me duly sworn, says that he is ~~Vice Assistant~~ ^{Treasurer} 84 President of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on November 12, 1982 signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instruments was the free act and deed of said corporation.



Joan Gold
NOTARY PUBLIC

My Commission Expires: 8/1/85

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this November 15, 1982, before me personally appeared TERENCE J. MORGAN, to me personally known, who being by me duly sworn, says that he is Vice President of BANKERS TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on November 15, 1982 signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instruments was the free act and deed of said corporation.

Sidney Wiseman
NOTARY PUBLIC

My Commission Expires:

SIDNEY WISEMAN
Notary Public, State of New York
No. 31-4613740
Qualified in New York County
Commission Expires March 30, 1983